

**Appendix 4 to
Eighth Amendment of
Master Service Agreement**



**Attachment to Data Center Services
Service Component Provider
Master Services Agreement
DIR Contract No. DIR-DCS-SCP-MSA-003**

Between

**The State of Texas, acting by and through
the Texas Department of Information Resources**

and

Xerox Corporation

**Attachment 6-C
Operating Level Agreements**

March 1, 2014

ATTACHMENT 6

OPERATING LEVEL AGREEMENTS

In order to ensure the integrated and seamless delivery of the Services, pursuant to **Section 9.15** of the Agreement, the Service Provider is required to enter into an Operating Level Agreement ("OLA") with each other Service Component Provider.

1. GENERAL

The Service Provider acknowledges and agrees that the delivery of the Services to DIR and DIR Customers requires significant integration, cooperation and coordination of processes and procedures among the DCS Service Providers, and the OLA will document the obligations between the DCS Service Providers to ensure seamless delivery of the Services to DIR and the DIR Customers and to address the joint operation, issue resolution and governance of the delivery of the Services. The MSI and the Service Component Provider will acknowledge and agree in the OLA that the MSI will assist and coordinate the delivery of Services to DIR and DIR Customers. In addition, the DCS Service Providers shall each promptly disclose to the other any material difficulties or delays that either experiences in connection with the delivery or operation of the Services.

2. OLA ISSUE ESCALATION AND RESOLUTION

Within the OLA, DCS Service Providers shall establish written procedures under which the Service Provider shall resolve any problems or complaints regarding the delivery of the Services or the Service Component Provider's performance thereof (the "OLA Issue Escalation and Resolution Procedures"). Such procedures shall address: (1) the specific individuals whom the Service Provider shall notify of any issue with respect to the delivery of the Services to DIR and DIR Customers, (2) the timeframe within which such issues will be addressed, (3) the steps that the Service Provider will take to ensure that problems with the Services can be identified and addressed at all times. Upon completing an initial draft of the OLA Issue Escalation and Resolution Procedures, the Service Provider will provide a copy of such procedures to DIR for DIR's review.

3. REGULAR MEETING AND UPDATE

The project team leaders from the DCS Service Providers shall meet regularly, but no less frequently than monthly, during the term of this Agreement, in order to prioritize tasks, discuss changes and scheduling, identify problems and resolutions, and otherwise coordinate and cooperate in connection with the development and implementation of the Services. Service Provider will provide advance written notice of each such meeting to DIR. DIR shall have the right to participate in such meetings between the DCS Service Providers.

4. TERMINATION

The OLA(s) executed by Service Provider shall terminate upon termination of the Agreement; except that an OLA between Service Provider and an individual DCS Service Provider shall terminate upon termination of Agreement between DIR and that DCS Service Provider unless another termination date is determined by DIR.

5. OLA REVIEW

Within thirty (30) days of the latter of (i) the Effective Date, or (ii) the Effective Date of the Master Services Agreement entered into between DIR and the DCS Service Provider who is a counter-party to the OLA, Service Provider will submit a draft OLA to DIR for its review and comment. The Service Provider will address and resolve any questions or concerns DIR may have with respect to the OLA. Service Provider will revise and resubmit the OLA. If after 15 days from DIR's receipt of a draft of or a revision to the OLA DIR has not provided comments to the OLA or otherwise requested an extension of the period for review, Service Provider may proceed with the proposed OLA.

6. AMENDMENT AND MODIFICATION

The OLA will include various interface descriptions and specifications, interdependencies and other OLA Elements (collectively, the "OLA Content") specified by the DCS Service Providers. The Service Provider acknowledges and agrees that over the term of the OLA, in order to ensure that the Services continue to be delivered in an integrated and seamless manner to DIR and the DIR Customers, certain changes and amendments to the OLA Content may need to be made. Accordingly, the Service Provider may from time to time amend the OLA; however changes to interdependency commitments may be made by agreement of the applicable DCS Service Providers without a formal amendment provided that interdependency commitments are designated as such in the OLA. Prior to any proposed amendment of the OLA or change in an interdependency commitment, the Service Provider will provide a copy of the proposed amendment or change to DIR for DIR's review. If after 15 days from receipt of the proposed amendment or change, DIR has not provided comments to or otherwise requested an extension of the period for review, Service Provider may amend the OLA or proceed with the change as proposed. In addition, the Service Provider covenants and agrees to update the OLA Content as reasonably necessary so that it remains aligned and consistent with the Service Management Manual.

7. HIERARCHY OF DOCUMENTS

To the extent that there is a conflict between the provisions of this Agreement and the OLA(s), the conflict will be resolved in accordance with Section 2 of this **Attachment 6-C**. The Service Provider acknowledges and agrees that the terms of the OLA will not be used for the purpose of determining a Service Provider's obligations under this Agreement.

8. AUDIT RIGHTS

Service Provider shall maintain complete and accurate records of, and supporting documentation for all analyses, procedures, controls, records, data or information created, generated, collected, processed or stored in the performance of its obligations under the OLA in order to demonstrate full compliance with the OLA. The Service Provider shall retain such records for a period of at least four (4) years from the date of completion of the delivery of Services to DIR under the Agreement. The other DCS Service Providers shall have access to such records for purposes of audit during normal business hours upon reasonable prior notice to the Service Provider. Without limitation, the DCS Service Providers shall be permitted to audit each other's (1) internal practices and procedures, (2) systems, (3) security practices and procedures, (4) disaster recovery and backup procedures, (5) access logs, and (6) data security, privacy, and confidentiality safeguards. The Service Provider will provide a copy of any such audit to DIR.

9. EXHAUSTION OF REMEDIES; NON-INTERFERENCE WITH THE SERVICES

The Service Provider shall attempt in good faith to timely resolve all disputes, controversies or claims arising out of, relating to or in connection with the OLA in such a manner that shall not adversely affect or materially disrupt the performance or operations of the Services or which may otherwise result in a material adverse impact to DIR or DIR Customers. In the event that the Service Provider is unable to timely resolve any such dispute, controversy or claim, the Service Provider may escalate the issue to DIR for resolution. If DIR is unable to resolve any such issue, the Service Provider may, with the consent of DIR, escalate the dispute in accordance with **Exhibit 6**.

10.SERVICE PROVIDER SUBSTITUTION

The Service Provider acknowledges and agrees that DIR may from time to time substitute or change a DCS Service Provider delivering all or part of the Services (each a "DCS Service Provider Substitution"). In the event of a DCS Service Provider Substitution, the Service Provider will enter into an OLA with each such substituted service provider that complies with the terms of this Agreement.